

RFQ NUMBER: _____

**STATE OF GEORGIA
REQUEST FOR QUOTE
AGENCY CONTRACT - FIXED QUANTITY
ADDITIONAL INSTRUCTIONS**

This is a Request for Quote to supply the commodity or commodities on the attached listing for the agency or agencies indicated. All bids submitted pursuant to this Request for Quote shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, the attached specifications, and the attached Fixed Quantity Contract. In case of a conflict between the terms, conditions and instructions contained herein and the provisions of the Georgia Vendor Manual, the former shall govern.

No award will be made to any person, firm or corporation unless at the time of award that person, firm or corporation is listed on the Georgia Bidders List. No bid received from any person, firm or corporation not listed on the Georgia Bidders List shall be entitled to any consideration for award, provided however, that the Department of Administrative Services may, in its sole discretion, allow any person, firm or corporation submitting a bid a grace period of seven (7) days in which to file application for listing on the Georgia Bidders List. Applications for listing and copies of the Georgia Vendor Manual may be obtained via the Internet at www.state.doas.ga.us or by contacting:

Bid Officer
State Purchasing
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower, Floyd Building
Atlanta, Georgia 30334-9010
Telephone: (404) 657-6000

1. PRICES.

Bidders are requested to quote net prices. All prices should be quoted in units of _____.

2. SPECIAL DISCOUNTS.

Bidders are requested to quote any special discounts offered for products whose end use is restricted (educational discounts, etc.). Any such discounts will be considered in the evaluation, if applicable for the User Agency, but will be made available only to those agencies qualifying for them.

3. DELIVERY TIME.

Bidders should specify on the vendor data sheet the delivery time they are able to meet with respect to the supply of these commodities. Delivery times in excess of _____ days are not favored and may not be accepted.

4. FORMS.

Bidders should provide all of the information required on all forms including the Vendor Data Sheet, and should sign the Agency Contract Terms and Conditions.

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5. EXCEPTIONS.

Any award made by the Department of Administrative Services here-under shall bind the bidder to the terms, conditions and specifications set forth in this Request for Quote. Bidders whose bids do not conform to said terms, conditions and specifications in one or more particulars should so note on a separate sheet labeled "Exceptions to Terms and Conditions." While the Department of Administrative Services reserves the right to make an award to a nonconforming bidder when the best interest of the State would be served by so doing, such awards will not be readily made, and bidders are urged to conform to the terms, conditions and specifications set out herein to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been accepted by the State unless incorporated in the Execution copy of the Contract which accompanies the Purchase Order.

6. SPECIAL INSTRUCTIONS.

(Attached are any special instructions to this Request for Quote, if applicable:)

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**VENDOR DATA SHEET
AGENCY CONTRACT - FIXED QUANTITY**

1. Firm: _____

Address: _____

2. Orders to be mailed to:

Firm: _____

Address: _____

3. Payments to be mailed to:

Firm: _____

Address: _____

4. Contract Administrator:

Name: _____

Title: _____

Address: _____

Telephone: () _____ Toll Free Phone _____
(if available)

Fax Number: () _____ E-mail address: _____

5. Orders will be shipped within _____ days after receipt of either verbal or written order.
(Reference Fixed Quantity Contract, Paragraph Number 7.)

6. Cash discount _____ % _____ Days

7. Payment Terms: Net 30 Days

NOTE: All EXCEPTIONS to the terms and conditions should be noted on a separate sheet as in accordance to paragraph 5 of the Request for Quote, additional Instructions.

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EFFECTIVE DATE: _____

EXPIRATION DATE: _____

**STATE OF GEORGIA
FIXED QUANTITY CONTRACT**

Agreement made this ____ day of _____, 19____, by and between the Department of Administrative Services, hereinafter referred to as the Department, on behalf of the _____, hereinafter referred to as the Agency, and _____, hereinafter referred to as Vendor.

WHEREAS, the Department of Administrative Services is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment by the various agencies of the State of Georgia; and

WHEREAS, sealed bids have been solicited for the sale of the items listed herein to the named agencies of the State of Georgia; and

WHEREAS, the Department of Administrative Services has determined that the Vendor above named is the lowest responsible bidder (or one of the lowest responsible bidders) on such items within the statutory meaning of that term;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. CERTIFICATION.

The Department does hereby certify the above named Vendor as a source of supply for the items listed herein to the Agency pursuant to the provisions of the Purchasing Act (Official Code of Georgia Annotated, Chapter 50-5).

2. REQUIREMENTS.

The Vendor shall supply to the Agency entitled to or required to make purchases from this Contract all of such Agency's total requirements for the goods listed on the attached Item Schedule during the term of this Contract.

3. QUANTITIES.

The Agency shall be required to purchase the minimum amount set out on the Item Schedule during the term of this Contract. The Vendor may at its option, sell to the Agency, quantities in excess of that amount at the contract price during the term of this Contract.

4. PAYMENT.

The Agency shall pay the amount set out in the attached Item Schedule for any goods purchased hereunder. Payments shall be made according to invoice.

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5. PRICE.

The prices quoted and listed on the attached Item Schedule shall be firm throughout the term of this Contract.

6. TERM.

The term of this contract shall be one year, or such shorter time as may be indicated in the award document.

7. DELIVERY.

The goods shall be delivered by the Vendor to the Agency at the destination indicated on the Purchase Order and shall be delivered by shipments on the dates to be specified by the Agency, either on the attached delivery schedule, or by subsequent written or verbal order.

8. FREIGHT.

All deliveries shall be made F.O.B. Destination

9. NON-EXCLUSIVE CONTRACT.

This Contract is entered into solely for the convenience of the State of Georgia, and it in no way precludes the State or any of its user agencies from obtaining like goods from other suppliers upon prior approval of the Department. Such approval shall be made at the sole discretion of the Department, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

10. COMPLIANCE WITH STATUTES.

The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items to any Agency pursuant to this Contract.

11. APPLICABLE LAW.

This Contract shall be governed in all respects by the laws of the State of Georgia.

12. TRADING WITH STATE EMPLOYEES.

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

13. TITLE AND RISK OF LOSS.

Title to any items ordered and liability for risk of loss shall remain with the Vendor until delivery to and acceptance by the Agency.

14. ADDITIONAL TERMS.

Neither the State nor any Agency shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

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15. ASSIGNMENT AND DELEGATION.

This Contract or any performance required by it shall not be assigned or delegated without the express written consent of the Department of Administrative Services.

16. GEORGIA VENDOR MANUAL.

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

17. WAIVER.

The waiver by the Department or by the Agency of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

18. SHIPMENT OF OTHER ITEMS.

The Vendor shall not ship any items not listed on the Item Schedule attached hereto as a part of any order made pursuant to this Contract.

19. REQUEST FOR QUOTE AND AWARD.

The terms, conditions and specifications of the Request for Quote and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.

20. ANTITRUST ACTIONS.

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.

21. DRUG-FREE WORKPLACE.

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and

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- (2) It will secure from any subcontractor hired to work in a drug-free workplace the following

written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification hereinabove; or
- (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

22. ENTIRE AGREEMENT.

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the State or any Agency unless the change or modification shall be in writing, consented to and approved by the Department.

23. SPECIAL TERMS AND CONDITIONS.

(Attached are any special terms and conditions to this contract, if applicable:)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

Vendor

Vendor Signature

DEPARTMENT OF ADMINISTRATIVE SERVICES

Purchasing Agent